

NOV 10 2004

RECEIVED
NOV - 4 2004

STATE OF MINNESOTA
BOARD OF ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE
AND INTERIOR DESIGN

In the Matter of
Abdellatif Kouay, Unlicensed

SETTLEMENT AGREEMENT
AND
CEASE AND DESIST ORDER

Board File No. 2004-0035

TO: Mr. Abdellatif Kouay
1375 Berkeley Avenue
St. Paul, MN 55105

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes §§ 214.10 and 326.111 (2002) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Mr. Abdellatif Kouay ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that the matter may now be resolved by this Settlement Agreement and Cease and Desist Order.

SETTLEMENT AGREEMENT

IT IS HEREBY AGREEED by and between Respondent and the Committee as follows:

1. Jurisdiction. Pursuant to Minn. Stat. § 326.111, subd. 3 (2002), the Board

is authorized to issue an order requiring an unlicensed person to cease and desist from holding himself out as an architect and from using or advertising any description tending to convey the impression that the person is an architect in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement.

2. Facts. This Settlement Agreement is based upon the following facts:

- a. Respondent is not currently and never has been licensed by the Board as an architect in the State of Minnesota.
- b. Respondent owns and operates a business in the State of Minnesota under the assumed name ArchiTecVisions, which is based in St. Paul, Minnesota.
- c. Respondent does not employ an architect licensed in the State of Minnesota.
- d. Respondent distributed or caused to be distributed a business card portraying and identifying himself as an architect and ArchiTecVisions, Inc. as able to perform "architectural design." A true and correct copy of Respondent's business card is attached as Exhibit A.
- e. Respondent distributed or caused to be distributed an advertisement portraying and identifying ArchiTecVisions, Inc. as able to perform "architectural design" online at <<http://www.architecvisions.com>>. A true and correct copy of the advertisement is attached as Exhibit B.
- f. Respondent has taken corrective action by removing the designation "architect" and the phrase "architectural design" from his business card. A

true and correct copy of Respondent's revised business card is attached as Exhibit C.

g. Respondent has taken corrective action by removing the phrase "architectural design" from his online advertising materials located at <www.http://www.architecvisions.com>. A true and correct copy of the advertisement is attached as Exhibit D.

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes § 326.02 subd. 1 (2002) and are sufficient grounds for the action specified below.

4. Enforcement Action. Respondent and the Committee agree that the Board may issue an order in accordance with the following terms:

a. Cease and Desist Order. Respondent shall cease and desist from holding himself out as an architect and from using or advertising any description tending to convey the impression that Respondent is an architect in the State of Minnesota, and from further violations of Minnesota Statutes §§ 326.02 to 326.15 (2002) until such time as he becomes licensed as an architect in the State of Minnesota.

b. Corrective Action. The Board acknowledges that Respondent has voluntarily taken the corrective action set forth in paragraphs 2(f) and 2(g) above.

c. Civil Penalty. Respondent shall pay a civil penalty of one thousand dollars (\$1,000.00) to the Board of which one thousand dollars (\$1,000.00) will be stayed on the condition that Respondent does not violate any Board Statutes or Rules for two (2) years beginning on the date that the Board Chair signs the attached Order.

5. Judicial Relief. If the Respondent violates paragraph 4 above, a district court of this state may, upon application of the Committee, enter an order enjoining

Respondent from such unauthorized practices, ordering Respondent to show cause why the required civil penalty has not been paid, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

6. Waiver of Respondent's Rights. For the purpose of this Settlement Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minn. Stat. ch 14. Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Collection. In accordance with Minn. Stat. § 16D, subd. 2 (2002), in the event this order becomes final and Respondent does not comply with the condition in paragraphs 4(a) or 4(c) above, Respondent agrees that the Board may lift the stay on the civil penalty and that the Board may file and enforce the unpaid portion of the civil penalty as a judgment without further notice or additional proceedings.

8. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minn. Stat. ch. 14, Respondent agrees not to object

to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement Agreement and the record.

9. Record. The Settlement Agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may be filed with the Board with this Settlement Agreement.

10. Data Classification. Under the Minnesota Data Practices Act, this Settlement Agreement is classified as public data upon its issuance by the Board. Minn. Stat. § 13.41, subd. 5 (2002). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Data Practices Act, Minn. Stat. ch. 13. They shall not, to the extent they are not already public documents, become public merely because they are referenced herein.

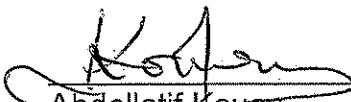
11. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

12. Entire Agreement. Respondent has read, understood, and agreed to this Settlement Agreement and is freely and voluntarily signing it. The Settlement Agreement contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

14. Service. If approved by the Board, a copy of this Settlement Agreement shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT


Abdellatif Kouay

Dated: 11 / 1, 2004

COMPLAINT COMMITTEE

By: 
Doris Preisendorff Sullivan, LA, FASLA
Complaint Committee Chair

Dated: 11 / 17, 2004

ORDER

Upon consideration of the foregoing Settlement Agreement and based upon all the files, records and proceedings herein, all terms of the Settlement Agreement are approved and hereby issued as an Order of this Board on this the 19th day of November 2004.

MINNESOTA BOARD OF
ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE
ARCHITECTURE, GEOSCIENCE AND
INTERIOR DESIGN

By: Harvey H. Harvala
James O'Brien, Architect, FAIA
Chair

HARVEY H. HARVALA, PE
Acting Chair

Abdellatif Kouay
Architect



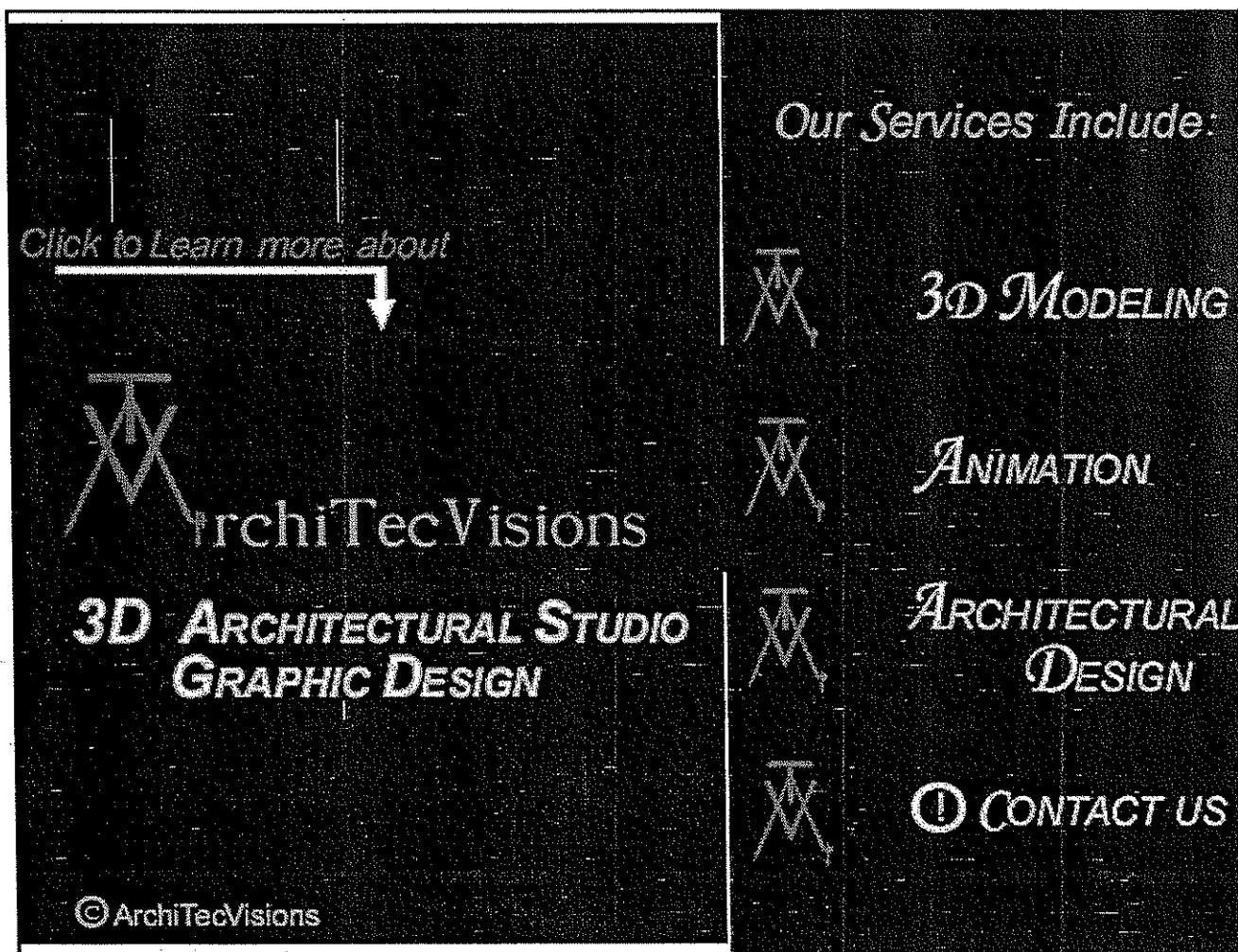
ArchiTec Visions, Inc

3D Modeling
Rendering
Animation
Web Page Design
Architectural Design

1375 Berkeley Ave
St Paul, MN 55105
tel: (651) 330-7142

atv@architecvisions.com
www.architecvisions.com

EXHIBIT A



The banner is divided into two main sections. The left section has a dark background with a large, stylized 'AT' logo. Above the logo, the text 'Click to Learn more about' is written in a light, italicized font, with a white arrow pointing down towards the logo. Below the logo, the text 'Architecvisions' is written in a serif font, followed by '3D ARCHITECTURAL STUDIO' and 'GRAPHIC DESIGN' in a bold, sans-serif font. At the bottom left, there is a copyright notice '© Architecvisions'. The right section has a dark background with the text 'Our Services Include:' in a light, italicized font. Below this, there are four rows, each featuring a small 'AT' logo followed by a service name in a serif font: '3D MODELING', 'ANIMATION', 'ARCHITECTURAL DESIGN', and 'CONTACT US' (which is preceded by a small circle containing an exclamation mark).

Click to Learn more about

Architecvisions

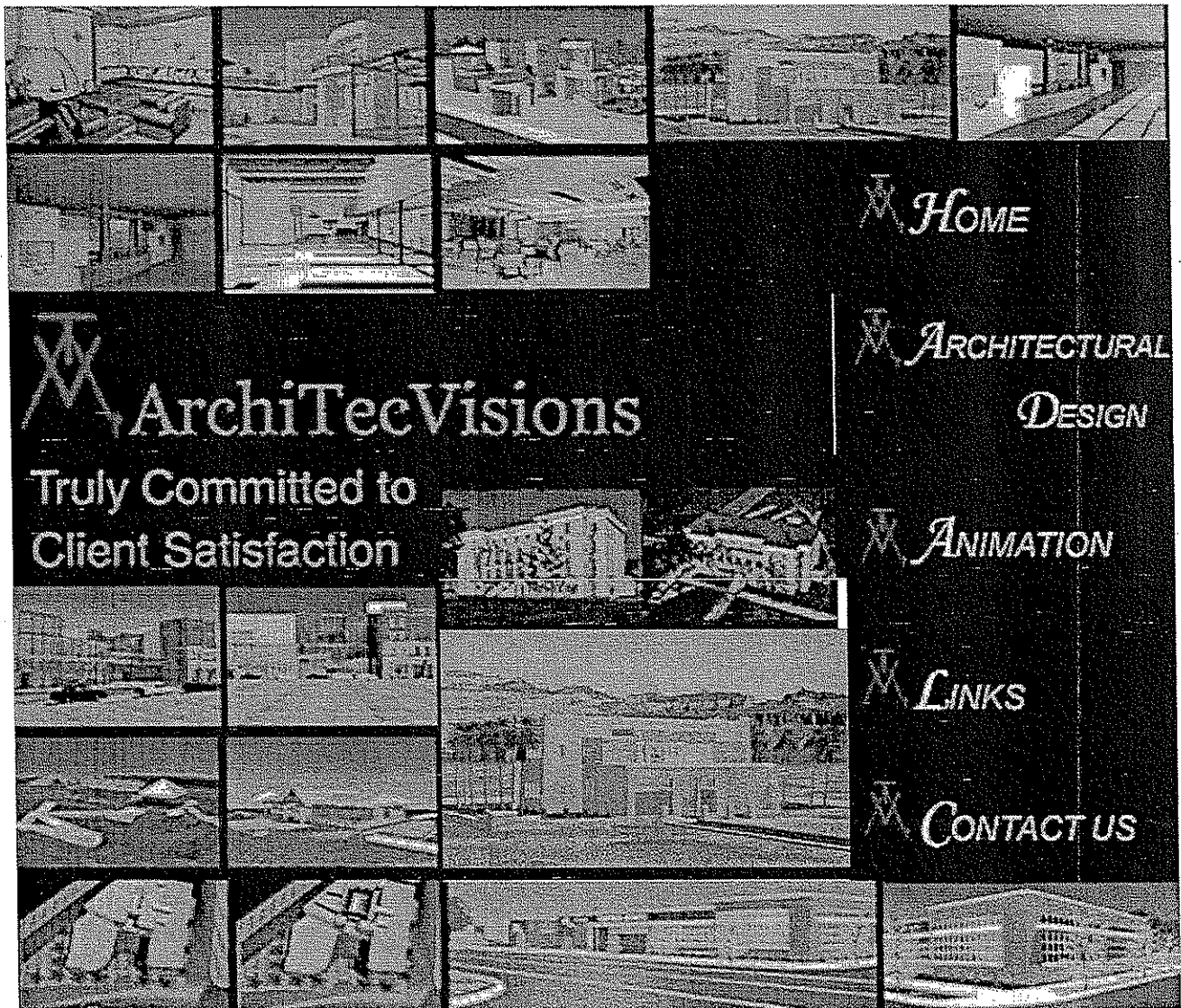
3D ARCHITECTURAL STUDIO
GRAPHIC DESIGN

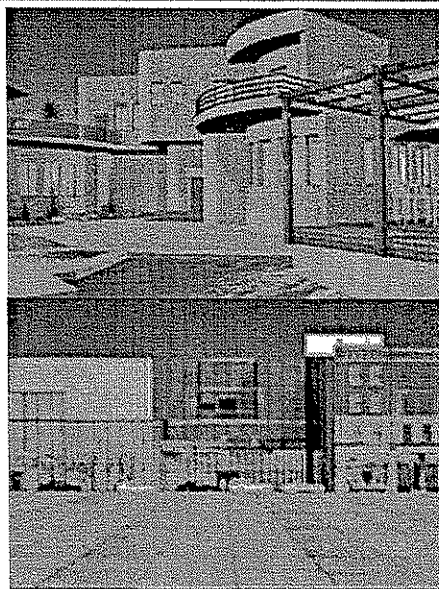
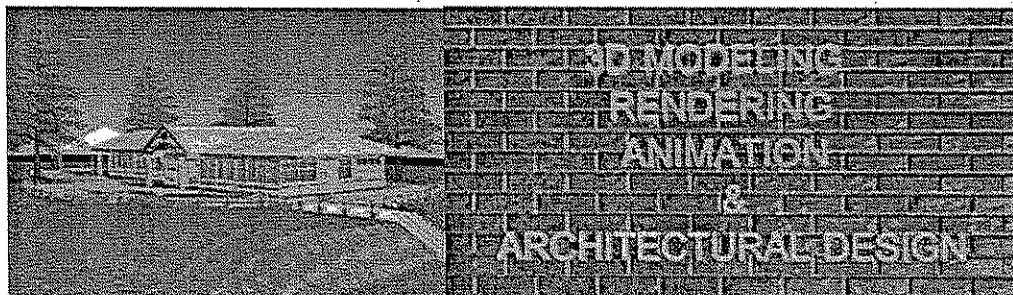
© Architecvisions

Our Services Include:

- 3D MODELING**
- ANIMATION**
- ARCHITECTURAL DESIGN**
- ! CONTACT US**

EXHIBIT B





Click on the image to activate it



If you have a fast internet connection, try this file





ArchiTecVisions

Welcome to ArchiTecVisions, an International Architectural Design and Graphic Visualization Service.

Fluently spoken and written languages: English, French, Arabic and Swedish.

Truly committed to client satisfaction, we can produce images and video presentations with a realism that will help you to market your projects.

Our services include:

- Highly detailed 3D modeling
- Photo realistic 3D imaging
- Highly detailed 3D walkthroughs
- Architectural Design
- Architectural presentations
- Architectural design visualization

Our expertise in 3D computer graphics makes it possible to offer cutting edge solutions for your presentations, such as the inclusion of ray tracing and radiosity effects to create natural looking shadows, reflections and refractions.

Digital 3D architectural visualization allows the client to view the building before its construction. This means that you can photograph where no photographer can go.

Combine such an image with site photography and your clients can be presented with a composite illustration of the building of his dream.

Address: Architecvisions

1375 Berkeley Ave St Paul, MN 105 55 USA

Tel: 1-651-330-7142 or 1-651-698-4558

Back to  ArchiTecVisions



Abdellatif Kouay
Designer

ArchitectVisions, Inc

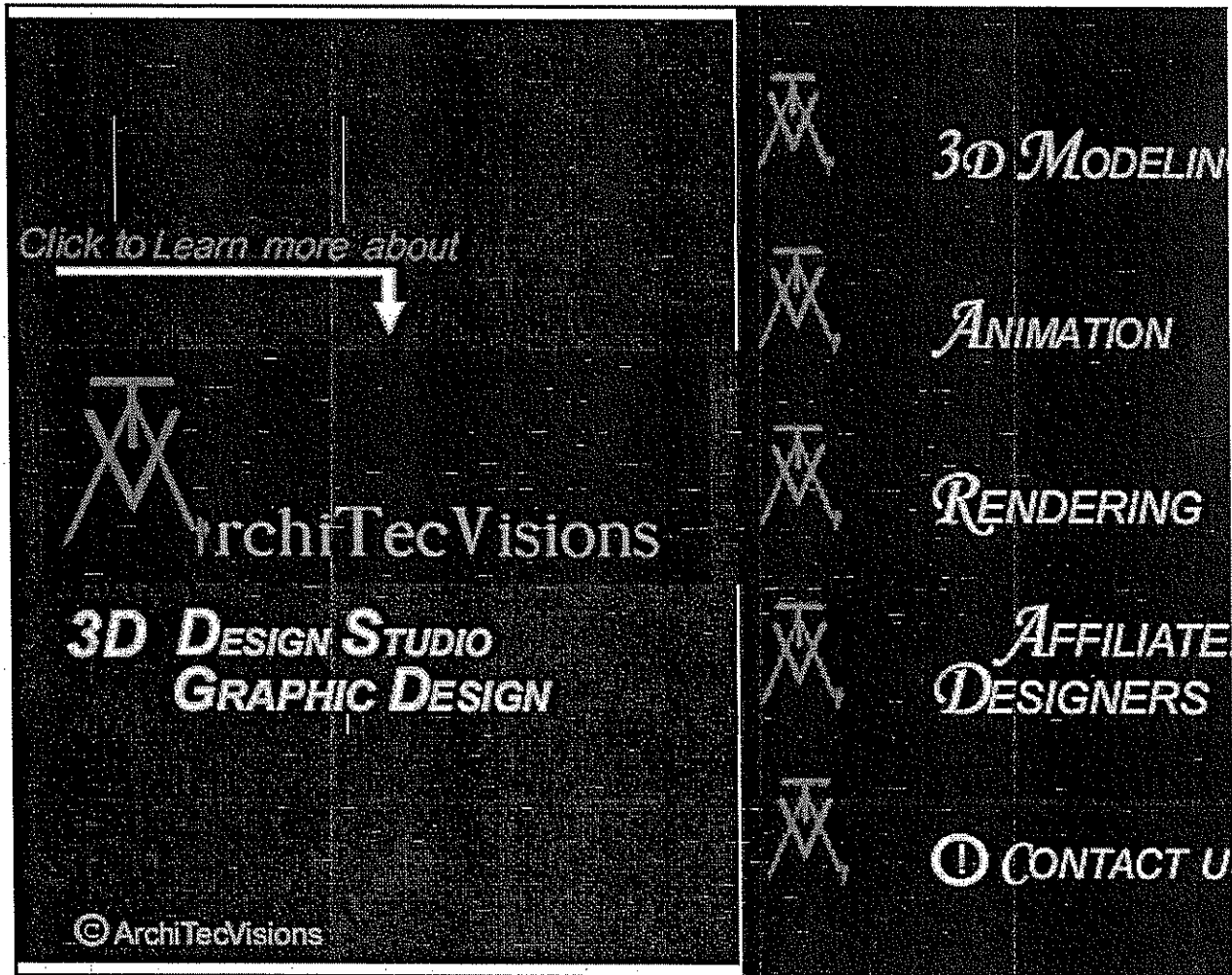
3D Modeling Rendering Animation
Graphic Design Web sites Design

1375 Berkeley Ave
St Paul, MN 55105
tel: (651) 330-7142

atv@architectvisions.com
www.architectvisions.com

RE KOUAY, FILE No 2004-0035

EXHIBIT C



A banner for Architecvisions with a dark, textured background. On the left, a large stylized 'AV' logo is positioned above the text 'Architecvisions' and '3D DESIGN STUDIO GRAPHIC DESIGN'. A link 'Click to Learn more about' with a downward arrow points to the logo. On the right, a vertical list of services is shown, each preceded by a small 'AV' logo: '3D MODELING', 'ANIMATION', 'RENDERING', 'AFFILIATE DESIGNERS', and 'CONTACT US' (with a phone icon). A copyright notice '© Architecvisions' is in the bottom left corner.

Click to Learn more about

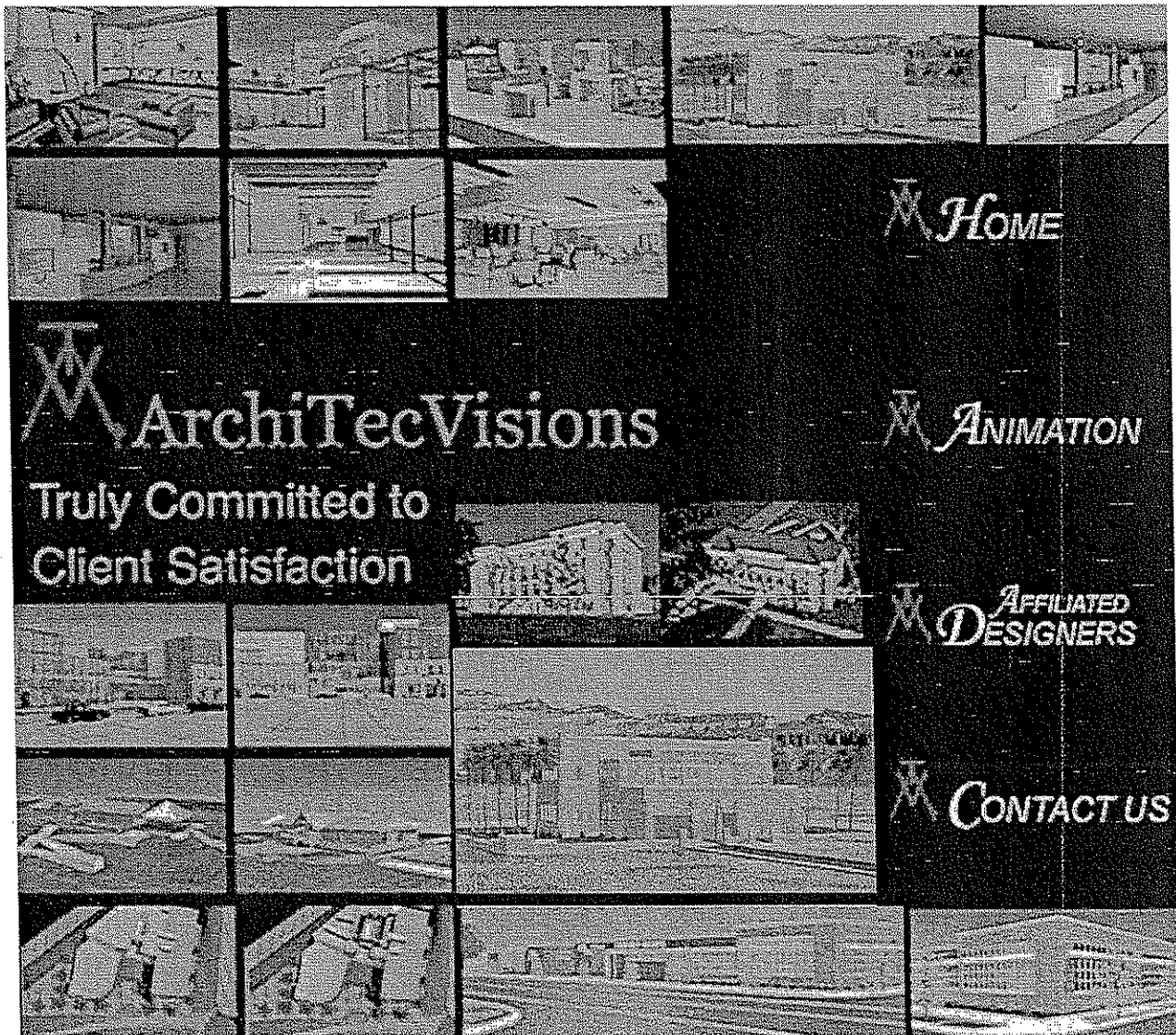
Architecvisions

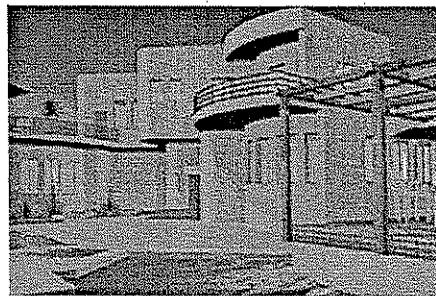
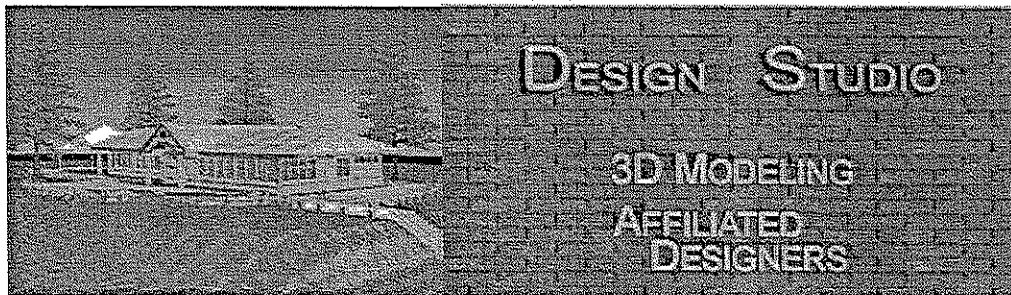
3D DESIGN STUDIO
GRAPHIC DESIGN

© Architecvisions

- 3D MODELING**
- ANIMATION**
- RENDERING**
- AFFILIATE DESIGNERS**
- CONTACT US**

EXHIBIT D



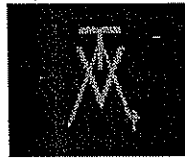


Click on the image to activate it



If you have a fast internet connection, try this file





ArchiTecVisions

Welcome to ArchiTecVisions, an International Design Studio and Graphics Visualization Service.

Fluently spoken and written languages: English, French, Arabic and Swedish.

Truly committed to client satisfaction, we can produce images and video presentations with a realism that will help you to market your projects.

Our services include:

- Highly detailed 3D modeling
- Photo realistic 3D imaging
- Highly detailed 3D fly-bys and walkthroughs
- 360 Panoramic Views
- Conceptual Design
- Design presentations
- Design visualizations

Our expertise in 3D computer graphics makes it possible to offer cutting edge solutions for your presentations, such as the inclusion of ray tracing and radiosity effects to create natural looking shadows, reflections and refractions.

Digital 3D modeling visualization allows the client to view the building before its construction. This means that you can photograph where no photographer can go.

Combine such an image with site photography and your clients can be presented with a composite illustration of the building of his dream.

Address: ArchiTecVisions

1375 Berkeley Ave St Paul, MN 105 55 USA

Tel: 1-651-330-7142

Copyright © ArchiTecVisions 2002

Back to  ArchiTecVisions